



**Office Use Only**

Amount	Date Paid	Form of Payment
\$20 (non-refundable) - _____	_____	_____
\$200 (refundable) - _____	_____	_____
Remaining balance paid date _____		
Key # _____	issued on _____	
Date of event: _____	, 2019	

# VENUS CIVIC CENTER

210 Walnut Street, Venus, Texas 76084

Reservation Office  
 105 East Hwy 67, Venus, Texas 76084  
 972-366-3348 Ext. 207

## CIVIC CENTER RESERVATION CONTRACT

This agreement is made and entered into on \_\_\_\_\_, by and between the City of Venus (“City”), acting by and through its City Administrator, and \_\_\_\_\_, hereinafter called “User”. That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by the User of all such covenants and agreements, the City does hereby grant unto the User the right to use and occupy the following described space, facilities, or premises known as the Venus Civic Center (“Civic Center”) located at 210 Walnut Street, City of Venus, Johnson County, Texas, to wit:

### 1. HOURS AND DATES OF USE

To be used for a term commencing at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2019 and terminating at \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 2019 together with the further right of access to, and a limited use thereof for \_\_\_\_ hours(s) prior to the hour first stated and \_\_\_\_ hour(s) after the hour last stated, for the purpose of putting in equipment, setting up food, hanging decorations, and otherwise preparing the premises, and packing up and removing these items afterwards. The Civic Center may not be used after 12:00 a.m. midnight or before 5:00 a.m. without the express permission of the City Administrator.

### 2. PURPOSE OF USE

User seeks to use the Civic Center for the following approved purpose(s). If the purpose is not specifically listed below, special permission may be required by City to host the event. City retains full authority to refuse Civic Center use to any person, group, or organization at its own discretion and without cause or explanation.

- Wedding/Rehearsal Dinner/Reception/Anniversary Party/Engagement Party
- Family Gathering/Reunion  Graduation Party  Retirement Party
- Memorial Event/Wake  Church Event  Boy Scout/Girl Scout Event/Ceremony
- Corporate /Business Meeting/Training  Birthday Party  Baby Shower
- Craft Bazaar/Trade Festival/Community Garage Sale  Political Group Meeting/Event
- Other (Please provide details of your event): \_\_\_\_\_

### **3. KEYS**

Keys will be issued/delivered to the User (only to the person whose signature appears in this contract). It is the responsibility of the User not to lose the key or to allow it to fall into the hands of another, not associated with User. Keys may be picked up by User at the Venus City Hall building during normal business hours. Keys may be returned to the Venus City Hall on the following business day following the use. If User fails to return the key or it is lost, additional fees will be assessed.

### **4. DECORATING/SET UP/CLEAN UP**

User is permitted to enter the Civic Center one (1) hour prior to the designated use begin time to decorate, move in equipment, set up tables and chairs, put up decorations, etc. User is also permitted to remain in the Civic Center one (1) hour after the designated use end time in order to take down the event, clean up, take down decorations, remove equipment, etc. If User enters the Civic Center or leaves the Civic Center beyond these one (1) hour clean up and take down periods, additional hourly fees will be assessed.

It is the sole responsibility of User to maintain the condition of the Civic Center and to return it to its previous condition after use.

- (1) **Nailing, Damaging, Altering Premises Prohibited.** User will not cause or permit any nails or other things to be driven into any portion of any building in the Civic Center, nor any signs to be affixed either to the exterior or interior thereof or to any property thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Civic Center or the furnishings or equipment thereof, or the adjoining city owned parking areas, nor do, nor permit to be done anything which will damage or change the appearance of any building or the furnishings thereof. User shall pay the cost of repairing any and all injury and damage which may be done to the said buildings or any of the fixtures, or furnishings, or equipment thereof by any act of User or any of its employees or agents or anyone visiting the premises upon the invitation of the User including all patrons of the attraction or function for which User is hereby renting the premises hereinabove described. It is expressly agreed that the City Administrator shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, User is to be held responsible.
- (2) **Electricity conservation required.** It is the sole responsibility of the User to turn off all lights, air conditioning, heating, etc. upon leaving the Civic Center after use. Failure to do so may result in additional costs to be assessed.

- (3) **Locking up.** It is the sole responsibility of the User to lock all doors, entries or otherwise of the Civic Center to prevent entry of others, trespassers, etc. when not in use.
- (4) **Cleaning required.** User must return the Civic Center in a clean and sanitary condition and shall complete the following:
- (a) bag up all trash from the trash cans in the building and putting new trash bags in the trash cans
  - (b) remove bagged trash and place them in the dumpsters in front of the Venus Fire Station
  - (c) pick up any and all loose trash around the main room, bathrooms, entry way and grounds around the Civic Center building
  - (d) sweep all floors including the bathrooms and entryway
  - (e) if a spill or liquid is on the floors, then mop the areas where needed
  - (f) wipe clean kitchen counter tops, appliances, sinks, etc.
  - (g) all City tables and chairs should be stacked and folded up and returned to storage
- (5) **Premises inspection.** City is responsible for inspecting the Civic Center upon the conclusion of User's event on the soonest next available business day. The inspection shall be thorough and determine whether any exceptional fees shall be assessed to User.
- (6) **Deposit return.** Upon completion of inspection the City Administrator or his designee shall determine if any amount should be withheld from the deposit amount and shall return to User the deposit money, less any withheld amount, within seven calendar (7) days of the inspection.

## 5. **LIABILITY**

User hereby covenants and agrees to hold harmless and relieve and discharge City, its officers and employees, from any and all liability for loss, injury, or damages to any person or persons for personal injuries or death of any person or persons, or loss or damage to property occasioned by or sustained by reason of the occupancy and use of the Civic Center and/or the facilities thereof. City, by this contract, does not waive any of the privileges or immunities in tort or otherwise provided to it by the laws of the State of Texas and common law.

User hereby covenants and agrees to pay for any and all damages to the Civic Center building, fixtures or curtilage grounds and any and all damage to or loss of any of the property or equipment of the Civic Center or for any other City property, resulting either directly or indirectly from such occupancy or use of the Civic Center by or through the negligence and/or the acts of User, his agents, employees, or any person or persons participating in or attending the event or activity associated with said use and occupancy.

## **6. ALCOHOL**

Alcohol is allowed on the premises of the Civic Center only under the following conditions:

- (1) Off-duty police officer(s) must be present.** At least one (1) off-duty Venus Police Department police officer shall be on the premises for the entirety of the event (excluding set up and clean up time) to provide security for events where alcohol is present. If the event includes more than fifty (50) people attending, one (1) additional off-duty Venus Police Department police officer is required for each additional fifty (50) people attending. Arrangements for service should be requested at least three (3) days prior to the event and made by contacting the Venus Police Department directly. A fee of fifty (50) dollars per hour with a two (2) hour minimum shall be paid to each police officer serving the event and paid to the officer(s) on the day of the event.
- (2) Alcohol laws strictly enforced.** It is the sole responsibility of Lessee to comply with all laws of the State of Texas related to alcohol consumption, possession, distribution or other provision in the TEXAS ALCOHOLIC BEVERAGE CODE, but also the TEXAS PENAL CODE, TEXAS EDUCATION CODE, or other applicable regulation or law. Violations of any law or regulation will result in charges/arrest and prosecution. The City of Venus shall strictly enforce the law with a “no exceptions” approach.
- (3) User liable for alcohol-related accidents/damage/crimes.** If alcohol is served on the Civic Center premises and damage or injury occurs, User shall be held solely liable for said damage or injury whether civil or criminal.

## **7. DANCING**

If User’s purpose is to host a dance, or where dancing is likely to take place, User will be required to provide security for the entirety of the event (excluding set up and clean up time). At least one (1) off-duty Venus Police Department police officer shall be on the premises. If the event includes more than fifty (50) people attending, one (1) additional off-duty Venus Police Department police officer is required for each additional fifty (50) people attending. Arrangements for service should be requested at least three (3) calendar days prior to the event and made by contacting the Venus Police Department directly. A fee of fifty (50) dollars per hour with a two (2) hour minimum shall be paid to each police officer serving the event and paid to the officer(s) on the day of the event.

## **8. CANCELATION**

In the event that User cancels rental of the Civic Center, they shall give written notice to the City of such request no later than twenty (20) days prior to the scheduled use. If request is made twenty (20) days or more prior to the scheduled rental, no fees other than the \$20.00 non-refundable reservation fee will be assessed and collected. If User’s request comes in less than twenty (20) days of the event, a cancellation fee of \$60.00 shall be assessed and collected, and the \$20 non-refundable reservation fee is not included.

City may, but is not required to, under certain circumstances, waive this cancellation fee. A user who is assessed a cancellation fee and who does not pay said assessed cancellation fee shall be barred from future reservations and use of the Civic Center until the cancellation fee is paid in full or waived.

**9. FEES**

User hereby covenants and agrees to pay the City, at the city hall offices, for use of the Civic Center as follows:

Will there be Alcohol?	YES	NO
Will there be Dancing?	YES	NO
Number of guests		
Number of officers needed (1 per 50 guests attending)		
<b>TOTAL CHARGES</b>		

**Due to the officer the day of the event before the event starts.**  
Cost above is not associated with the cost of renting the venue below.

Fee Description	Amount
Non-refundable reservation fee ( <u>due now</u> )	\$20.00
Basic usage fee (\$60.00 for the first two hours, \$25.00 for each additional hour) Due when picking up the key to the venue.	\$60.00 \$ _____
Deposit (due at time of contract) (will be returned in full or part after the key is returned and the premises has been checked for damage/cleaning/decorations removed, etc.)	\$200.00
Lost key charge	\$25.00
Set up and/or take down fee by City Staff (Assessed at the discretion of the City Administrator) Minimum 1 hour (\$50 per hour)	\$ _____
Damage/Cleaning/Restoration fees (actual cost as determined by the City Administrator plus a \$25.00 admin. fee)	\$ _____
Cancellation fee (if canceled in less than 20 days from event)	\$60.00
<b>TOTAL CHARGES</b>	
<b>REMAINING BALANCE OWED</b>	

The Venus City Council provides express authority to the Mayor and City Administrator in the administration of assessing Civic Center usage fees to waive all or part of a particular User’s fees if the use sought for the Civic Center serves a community, educational, public interest or other civic benefit to the people of Venus, Texas.

**ACKNOWLEDGEMENT AND SIGNATURE**

**I, USER, HAVE READ AND FULLY UNDERSTAND THIS CONTRACT GOVERNING THE USE AND RESERVATION OF THE VENUS CIVIC CENTER. I UNDERSTAND THAT THE RULES, REGULATIONS, AND FEES, WHICH ARE APPROVED BY CITY COUNCIL, ARE SUBJECT TO CHANGE WITHOUT NOTICE:**

\_\_\_\_\_  
**Printed Name of User**

\_\_\_\_\_  
**Signature of User**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Driver's License Number**

\_\_\_\_\_  
**Work Phone**

\_\_\_\_\_  
**Home/Cell Phone**

\_\_\_\_\_  
**Email Address**

**AGREED TO BY: (CITY OF VENUS CITY ADMINISTRATOR OR CITY STAFF):**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**